

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

MORAN INDUSTRIES, INC.,

Plaintiff

VS.

JAMES C. HIGDON, ET AL.

Defendants.

) Cause No. 07-C-6092

AFFIDAVIT OF CHRISTIAN HIGDON
IN SUPPORT OF MOTION TO DISMISS

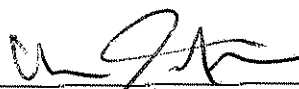
Comes the Affiant, the Defendant, Christian Higdon, individually and as a shareholder of Higdon & Higdon, Inc., having been duly sworn, and to the best of his recollection, hereby states as follows:

1. Christian Higdon is the son of James C. Higdon, and Christian Higdon currently resides in Indiana. Christian Higdon has never resided in the State of Illinois, and maintains no personal contacts with Illinois.
2. Christian Higdon signed, either individually or as an officer of Higdon & Higdon, Inc., the Hixson Franchise Agreement referenced in the Complaint filed by the Plaintiff, Moran Industries, Inc. (herein "Moran"). However, Christian Higdon never had any involvement with any of the other franchise agreements referenced in Moran's Complaint.
3. Higdon & Higdon, Inc., is a Tennessee corporation, which is not registered to conduct business in Illinois.



4. Christian Higdon does not conduct business in Illinois. Moreover, all of the business operations of Higdon & Higdon, Inc. were conducted in Tennessee.
5. Christian Higdon never negotiated or executed the Hixson franchise agreement in the state of Illinois. In fact, all negotiations were handled by James C. Higdon, and execution of the Hixson franchise agreement occurred by mail while Christian Higdon was residing in either Indiana or Tennessee. During said negotiations, Christian Higdon was not represented by counsel, and he was not given the option to amend or contest the purported forum selection and waiver clauses of the Hixson franchise agreement. Moreover, Christian Higdon had no prior experience in such business matters, and he did not understand the legal ramifications of the purported forum selection and waiver clauses of the Hixson franchise agreement.
6. Being a resident of southern Indiana with no contacts or ties to the State of Illinois, and with existing financial difficulties, it will be gravely difficult and beyond inconvenient for Christian Higdon to litigate the above-styled case in Illinois.
7. Christian Higdon, individually or as an officer of Higdon & Higdon, Inc., has never knowingly engaged in any conduct that has allegedly infringed in any manner on Moran's proprietary and/or trademark rights.
8. Christian Higdon has no ownership, employment or business interests of any kind with the Defendants, Thamel & Higdon, LLC, and Masters Transmission & Auto Repair, Inc., Inc.

Further the Affiant sayeth naught.


Affiant, Christian Higdon, individually and as an
Officer of Higdon & Higdon, Inc.

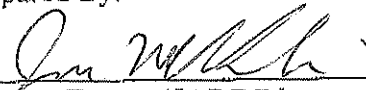
State of Ky.)
County of Jefferson) s s

Subscribed and sworn to before me by Christian Higdon, individually and as an
Officer of Higdon & Higdon, Inc., on this 27th day of November, 2007.


Notary Public, State at Large

My Commission Expires: 2-10-09

Prepared By:


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LLS-4 November 16, 2007 H3 Higdon, C:\Moran\affidavit.chjh